## Amendment to Agreement

This is an amendment, entered into this _____ day of

_____, 1976, by and between the City of Rahway,

New Jersey, hereinafter referred to as the "City", and Local #33, Fireman's

Mutual Benevolent Association, hereinafter referred to as the "FMBA" to an

agreement dated April 13th, 1973, by and between the City of Rahway, New

Jersey and Local #33, Fireman's Mutual Benevolent Association.

It is hereby agreed as follows --

1 -  The agreement between the City and the FMBA dated April 13th, 1973

is hereby reinstated and extended in all its provisions and definitions

except as amended herein and hereby.

2 - The opportunity to work overtime shall be made available to employees

on an equal basis utilizing a one list method that is satisfactory to the

City and the FMBA.

3 - Employees shall have the right to inspect their own personnel files in

the presence of a City representative.

4 - Employees may be required to perform the following duties:  serve 24

hours per day in attendance to the communications center at Fire Head-

quarters; any duties related to public emergency services with the

exception of any and all Police law enforcement work; servicing of fire

hydrants.

5 - The City may require a medical doctor's certificate from any employee,

at the employee's expense, if an employee uses sick time to fail to

report to work for more than two consecutive work days.  No other

restrictions may be placed on the use of sick time.  This provision

shall be in effect as a pilot program only until December 31st, 1976,

at which time it shall be subject to review and renegotiation by the

parties hereto.

6 - Any employee hired after January 1st, 1976 will not be eligible for any

longevity benefits.

7 - During vacation periods it shall be permitted to have two officers off
duty from any shift if necessary to preserve seniority order of vacation
selection.

8 - Funeral leave may include the day after the funeral, provided that in no
case shall more than three work days off be granted.

9 - For purposes of scheduling the sell back of holidays shall be taken to
mean that vacation days may also be sold back by employees to the City.
A maximum sell back of 12 days shall remain in effect.

10 - For purposes of cash severance pay known as terminal leave, time
earned since July 1st, 1972 shall be adjusted so that it equates to time
earned by employees working 8 hour days 5 days per week. This means
that from July 1st, 1972 terminal leave time for the FMBA will be 70%
of days accumulated. For example: a fire fighter who is retiring had
accumulated 250 days up until July 1st, 1972 and has earned vacation
days, holidays and accumulated sick days totalling 50 days from July
1st, 1972 until the time of retirement. The fire fighter's terminal
leave would be computed by taking 70% of 50 days, which is 35 days,
adding it to the 250 days accumulated prior to July 1st, 1972, which
would equal 285 days, then paying him one day's pay for the first 90
days and one day's pay for each three days above and beyond ninety.
In this example the fire fighter would thus receive 155 days pay as cash
severance pay. For purposes of computation it shall be considered that
all employees have earned 7.5 sick days from July 1st, 1972 to
December 30th, 1972.

11 - Any general reduction of the work force shall be accomplished in
reverse order of seniority.

12 - Three employees shall be permitted off any shift at any given time,
provided that this privilege may be cancelled by the Director of the
Fire Department during inclement weather except that a regularly

scheduled vacation may not be curtailed or denied by such cancellation. This provision shall be in effect as a pilot program only until December 31st, 1976, at which time it shall be subject to review and renegotiation by the parties hereto.

13 - For 1976, there will be a general pay increase of 6.5%.

14 - For 1977, there will be a general pay increase of 5% or the percentage increase in the cost of living, whichever is greater, up to a maximum of 10%. The increase in the cost of living shall be computed as follows: If the cost of living for 1976 exceeds the cost of living for 1975 by more than 5% but less than 10%, then the general pay increase will be $\frac{1}{2}$% for each full $\frac{1}{2}$% of said increase.

15 - Effective January 1st, 1977, a 15% differential shall be established between the ranks of Deputy Chief and Captain and between the rank of Captain and Fire Fighter.

16 - Starting salaries for Fire Fighters hired after January 1st, 1976 will remain at the 1975 level. Fire Fighters hired after January 1st, 1976 will receive a 5% increase after one year of service, another 5% after two years of service and will be advanced to maximum Fire Fighter's pay after three years of service. July 1st shall be the cutoff date for determining one year of service. For example: A Fire Fighter hired between January 1st, 1976 and June 30th, 1976 will have completed one year of service on December 31st, 1976; a Fire Fighter hired between July 1st, 1976 and December 31st, 1976 will have completed one year of service on December 31st, 1977.

AGREED: April 16th, 1976

For the City:

_____
Mayor

_____
City Clerk

For the FMBA

William J. Dietrich Pres.
William Q. Schweizer
Joseph F. Ross Jr.
John D. Chrssler

17 - Twenty-five years of service is required for terminal leave.

# Resolution of the City of Rahway, N.J.

No. AR-33-76

Date of Adoption...........................................

TITLE

RESOLUTION AUTHORIZING MAYOR AND CITY CLERK TO EXECUTE
AN AGREEMENT AMENDMENT WITH FIREMAN'S MUTUAL BENEVOLENT
ASSOCIATION LOCAL #33.

Approved as to Form and Legality on Basis of Facts Set Forth

Factual contents certified to by

...........................................................
Corporation Counsel

...........................................................
Title

Councilman.................................................................Presents the following Resolution:

WHEREAS, through fair and lawful collective bargaining the
City and the Fireman's Mutual Benevolent Association Local #33 have
arrived at an agreement;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and
City Clerk are hereby authorized to execute the attached amendment
to the existing applicable labor agreement, subject to law and the
availability of funds.

ADOPTED _____

CERTIFIED TRUE COPY

_____
City Clerk